

# Exhibit A

*(Darger Promissory Note)*

File No.: 5027

## SECURED PROMISSORY NOTE

DO NOT DESTROY THIS NOTE: When paid, this note, with Trust Deed securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

\$320,000.00

July 1, 2013

13887 S Lamont Lowell Circle  
Herriman, UT 84096

FOR VALUE RECEIVED, the undersigned, John Darger, whose address is 4979 Little Water Drive, Riverton, UT 84096 Peak ("Borrower") promises to pay to the order of Auntitut Trust, 3212 Bel Air Drive, Las Vegas, NV 89109 (Lender) or Lender's assignee, as follows:

1. Principal Amount: The principal amount of this Note is Three Hundred Twenty Thousand Dollars (\$320,000.00)
2. Interest: Interest shall initially accrue daily on the unpaid principal balance of this Note from the date hereof at the rate of six percent (6%) per annum, based on a 365 day year. On the fifth anniversary of the date of this Note, and on each anniversary thereafter, the interest rate on the principal balance shall be adjusted to eight percent (8%) per annum.
3. Payments: Borrower shall pay monthly payments of principal and interest, with the first payment due on August 10, 2013, and subsequent payments due on the 10 day of each month thereafter. A final payment shall be due on the 10th of July, 2018, in the amount of all unpaid principal and all accrued and unpaid interest. Monthly payments shall be in the amount of \$1,684.50 principal and interest plus \$231.32 taxes and insurance, until the interest rate changes. Each payment shall be applied first to costs and expenses of collection, if any, then to accrued interest, then to the reduction of principal.
4. Late Payments: If any payment of principal or interest, including the final payment of all principal and accrued interest, whether due at maturity or as a result of an acceleration, is not made within fifteen (15) days of the date on which it is due, a default shall have occurred and Borrower shall pay a late fee equal to five percent (5%) of the late payment.
5. Prepayments: Borrower may prepay this Note in whole or in part at any time without penalty.
6. Default: If default occurs in the payment of any sums due under or in any other term or condition of this Note or the Deed of Trust securing this Note, the Lender, at its option and without notice, may declare the entire principal balance and accrued interest due and payable. The acceptance of any payment after default shall not constitute a waiver of Lender's right of acceleration with respect to such default or any subsequent default. Following default, this Note shall bear interest before and after judgment until paid at the rate of fifteen (15%) per annum. Following default Borrower agrees to pay all of Lender's costs and expenses of collection either with or without suit, including attorney's fees.

P.O. Box 3287  
Ogden, UT 84409

Lender may change its address for receiving payments by providing written notice to Borrower at the above address.

8. Waiver: Borrowers waive presentment for payment, demand and notice of dishonor and nonpayment of this Note, and consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Lender with respect to the payment or other provisions of this Note, and to the release of any security, or any part thereof, with or without substitution.
9. Governing Law: The substantive laws of Utah shall govern the validity, construction, enforcement, and interpretation of this Note. Lender's remedies provided herein are cumulative and in addition to remedies provided by law.
10. Security: The Promissory Note is secured by a Deed of Trust with Assignments of Rents dated on or about the date hereof, covering Borrower's full interest in the property.
11. Use of Loan Proceeds: Borrower represents that the funds borrowed pursuant to this Note are to be used exclusively for residential purposes. Borrower shall pay all of Lender's costs associated with the loan evidenced by this Note, including, without limitation, title policy premiums, escrow fees, recording fees and attorney's fees and costs.
12. Limitation of Interest Rate: It is the intent of Borrower and Lender in the execution of this Note to contract in strict compliance with any usury laws, if any, governing this Note. Lender and Borrower stipulate and agree that none of the terms and provisions contained in this Note shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by such laws and the provisions of this section shall control over all other provisions of this Note which may be in apparent conflict herewith. In the event any holder of this Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on this Note to a rate in excess of that permitted to be charged, all such sums deemed to constitute interest in excess of the maximum permissible rate shall be immediately returned to the maker upon such determination.
13. Time of Essence: In the performance of the Borrower's obligation under this Note, time is of the essence.

Dated this \_\_\_\_ day of July, 2013

  
\_\_\_\_\_  
John Darger